

Beneficial Soil Solutions, Inc.

12170 Mount Albert Rd.
Ellicott City, Maryland 21042
Phone: 410. 531. 3205
Fax: 410. 531. 2028

Beneficial Re-Use #:

Date:

P.O. Number:

SOIL / PRODUCT APPROVAL CONTRACT FORM

Customer/Agent: American Waste of NJ LLC
Address: One American Way Warren, OH 44484
Contact: Raymond Veronneau
Phone: 330-393-0035 Fax: 330-856-8484 Cell: 203-915-6533 E-mail: rveronneau@awmsi.com
Generator: USEPA Region 2/Barth Smelting Site
Address: 2890 Woodbridge Ave Edison, NJ 07026
Contact: Kimberly Staiger Phone: 732-452-6415
Job Site: Barth Smelting Site Type of Operations: former bronze smelting facility
Address: Terrell Home Properties Newark, NJ 07105
Contact: Chris May Phone: 860-478-0102 Cell: _____
Contaminant and Source: Metal Form Smelting Tons/Yards: 2000 yards

NON-HAZARDOUS SOIL/PRODUCT CERTIFICATION, TERMS & CONDITIONS

Customer/Agent hereby acknowledges that Generator's information is true and accurate to the best of its knowledge, and that the landfill cover product/material is legally and lawfully owned by Generator until such time that Beneficial Soil Solutions, Inc. ("BSS") is paid in full for its services rendered, in accordance with the terms of this agreement (including the terms set forth on the letter agreement entitled Quote for Services, a copy of which is attached hereto and incorporated hereby). Customer/Agent covenants and agrees that no original bills of lading or certified weight tickets will be issued until payment is received in full by BSS. Customer/Agent and Generator each acknowledge that their utilization of BSS services is for commercial purposes/activities and not for personal, household or family purposes/activities. Each of Customer/Agent, Generator and BSS hereby: (i) acknowledge that this agreement shall be interpreted under the laws of the State of Maryland; (ii) waive their rights to a trial by jury concerning disputes arising hereunder; and (iii) consent to the jurisdiction of the courts located in Montgomery County, Maryland.

Generator, under penalty of law, does hereby certify that the product/material to be submitted for reuse/recycling/disposal to BSS is not a listed hazardous waste, nor does it contain a listed hazardous waste, nor does it exhibit any of the characteristics of a hazardous waste as defined in 40 CFR 261.

Generator also acknowledges that it has undertaken due diligence in determining the Non-Hazardous status of the said product/material, as defined in 40 CFR 261. Should, at any time after delivery, the product/material delivered for reuse/recycling/disposal be found to be nonconforming to the above, it shall be the responsibility of Generator to remove such product/material from the product/material's present location within five (5) days of notification (notification is to be verbal followed by written notification, overnight receipted). It is Generator's responsibility to abide by all Federal, State and Local regulations associated with the removal of its product/material. If the product/material is not removed within the specified time period, said disposal shall be arranged by a BSS representative and billed to Generator on a cost plus basis. Furthermore, Generator shall be responsible for any and all costs for decontamination and transportation incurred that are related to Generator's product/material and any and all liability for such nonconforming product/material shall revert to Generator.

In the event that any such product/material does not meet the above certification and conditions, or if any additional contaminants are contained and/or found nonconforming, then the Customer/Agent and Generator agree, jointly and severally, to indemnify, defend and hold BSS and its transferees harmless from and against any storage, transportation, treatment or other costs (including attorneys' fees equal to twenty percent (20%) of the unpaid balance owed and court costs) that BSS and/or its transferees may incur as a result thereof, provided that in such event the Customer/Agent and Generator will be promptly notified of such breach of warranty and will be given reasonable opportunity to cure or mitigate the same. Customer/Agent and Generator hereby authorize any Clerk of any Court of Record in the State of Maryland to enter judgment by confession against each such party, jointly and severally, in favor of BSS for the full amount of the indebtedness due hereunder, including all costs and including attorneys' fees of twenty percent (20%) of the amount due hereunder, and waives summons and other process and does further consent to the immediate execution of said judgment.

Generator acknowledges that all soils will be used as daily cover for a subtitle "D" landfill or other appropriate recycling facility only.

Customer/Agent (Company Name): AWMSI Signature: _____ Title: _____ Date: _____
Generator (Company Name): USEPA Reg 2 Signature: Kelly Staiger Title: On-Scene Coordinator Date: 12/4/13
Beneficial Soil Solutions, Inc. Signature: Rick O'Brien Date: _____
Rick O'Brien, President